

**ARTICLES OF INCORPORATION
OF
STAGS TRAIL PROPERTY OWNERS' ASSOCIATION**

We hereby associate to form a nonstock corporation pursuant to the provisions of the Virginia Nonstock Corporation Act and to that end set forth the following:

1. **NAME.** The name of the corporation shall be Stags Trail Property Owners' Association (hereinafter the "Association").

2. **PURPOSE AND POWERS.**

a. Rogers-Chenault, Inc., a Virginia corporation (the "Declarant"), has undertaken to cause the Association to be incorporated as permitted by the provisions of the Declaration of Covenants, Conditions, and Restrictions for Stags Leap, Section 3 and 4 (Stags Trail), recorded or hereafter recorded in the Office of the Clerk of the Circuit Court of the County of Hanover, Virginia (as amended, supplemented, or otherwise modified from time to time, the "Protective Covenants") in connection with that certain real property located in the County of Hanover and further described in the Protective Covenants. The property now or hereafter encumbered by the Protective Covenants is referred to herein as "Stags Trail." The Association shall be a "community association" as such term is defined in Section 13.1-814.1 of the Code of Virginia, as amended.

b. The purpose of the Association is set forth in the Protective Covenants and includes, but is not limited to, to provide for the use, care, maintenance, repair and improvement of the Common Areas (as defined in the Protective Covenants). The Association may provide for capital reserves for its purposes, it may employ employees, engage professional persons and engage professional management to assist in the operation of the Association and borrow funds as it deems prudent and necessary to run the affairs of the Association.

c. The Association does not contemplate pecuniary gain or profit to itself or to its members. No part of the Association's net earnings may inure to any member's benefit except in the event of a rebate of excess assessments or upon dissolution of the Association in which event the assets may be distributed as provided and permitted by applicable law.

d. The Association may exercise all of the powers and privileges and perform all of the duties and obligations set forth in the Protective Covenants.

e. The Association may acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, pledge, exchange, dedicate for public use or otherwise dispose of real and personal property in connection with the affairs of the Association.

f. The Association may impose restrictive covenants upon real property owned by it to the

extent permitted by the Protective Covenants and may grant and convey easements across any real property of the Association provided such easements are consistent with the Protective Covenants and may receive and be the beneficiary of easements across any real property in Stags Trail or elsewhere.

g. The Association may exercise all of the corporate powers enumerated in the Virginia Nonstock Corporation Act and the Protective Covenants which are not inconsistent with the general purposes and powers set forth in these Articles of Incorporation.

h. Corporate action required or permitted by the Virginia Nonstock Corporation Act to be taken at a meeting of members may be taken without a meeting and without prior notice if the corporate action is taken by members who would be entitled to vote at a meeting of members having voting power to cast now fewer than the minimum number (or numbers in the case of voting by voting groups) of votes that would be necessary to authorize or take corporate action at a meeting at which all members entitled to vote thereon were present and voted. Any such action taken shall be evidenced by one or more written consents bearing the date of execution and describing the corporate action taken, signed by the members entitled to take such corporate action without a meeting and delivered to the secretary of the corporation for inclusion in the minutes or filing with the corporate records. Any corporate action taken by written consent shall be effective according to its terms when the requisite consents are in possession of the corporation.

3. **MEMBERS AND CLASSES OF MEMBERS.** All Owners (as defined in the Protective Covenants) of Lots (as defined in the Protective Covenants) in Stags Trail shall, upon becoming Owners, automatically become members of the Association. Membership in the Association shall be appurtenant to and may not be severed from record title to a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. There shall be two classes of membership: Class A and Class B. Declarant, and its successors and assigns as permitted by the Protective Covenants shall constitute Class B. All Owners, excluding Declarant for so long as Declarant is the Class B Member, shall constitute Class A.

4. **BOARD OF DIRECTORS/VOTING.**

a. The initial board of directors shall consist of three directors whose names and addresses are as follows:

Todd D. Rogers
9245 Shady Grove Road, Suite 200
Mechanicsville, VA 23116

Michael B. Chenault
9245 Shady Grove Road, Suite 200
Mechanicsville, VA 23116

Miriam M. Martell
9245 Shady Grove Road, Suite 200
Mechanicsville, VA 23116

The initial term for Todd D. Rogers shall be three (3) years. The initial term for Michael B. Chenault shall be two (2) years. The initial term for Miriam M. Martell shall be one (1) year. Upon expiration of the foregoing terms, subsequent directors shall serve for terms of three (3) years. Following the termination of Class B as described below, the Association may, by vote of a majority of the Class A members cast, increase the number of directors to five. Said majority vote shall be sufficient to support any amendment to the Articles of Incorporation required for such purpose.

b. The two directors whose terms expire first are referred to herein as the "Class B Directors." Declarant will elect or designate such Class B Directors' successors until the expiration of Class B. The members of Class A will elect or designate the third member of the Board of Directors (the "Class A Director") upon expiration of their initial term. Class B shall cease to exist and become Class A membership on the first to occur of the following (i) ten (10) years after the date of recordation of the Protective Covenants, or (ii) when Declarant, in its discretion, determines and voluntarily relinquishes such right in a written instrument executed by Declarant and recorded in the Clerk's Office at the Circuit Court of Hanover County, Virginia, provided such voluntary relinquishment shall not occur before all improvements proffered or required by local, state or federal law are completed and approved by the applicable governmental entity. Upon expiration of Class B, Class A will be the only class of members of the Association and all directors will be elected by the vote of the Class A members as hereinafter provided. The number and terms of office of Class A Directors will not be changed so long as Declarant is entitled to designate any directors.

c. Subject to the above, each Class A member of the Association shall be entitled to vote for election of Directors and otherwise as follows: each Owner of a Lot shall be entitled to one vote per Lot. Notwithstanding the preceding sentence, Declarant shall be entitled to three votes for each Lot owned by Declarant and each future Lot identified on the Plat (as defined in the Protective Covenants). Owners entitled to vote may give a written proxy to any other Owner entitling such Owner to cast votes by proxy. The membership books will be closed and adjustments in each member's voting rights will be made on the above basis by the Board of Directors 90 days prior to each annual meeting of the members or upon such date closer to the meeting as may be required by statute then in effect.

d. An individual need not be a member of the Association to qualify as a director.

e. A director may be removed with or without cause. Class A Directors may be removed only by the members of Class A and Class B Directors may be removed only by the Declarant.

f. In the event a vacancy occurs on the board of directors, including a vacancy resulting from a permitted increase in the number of directors the vacancy shall be filled as follows: (i) in the event the vacancy is of a director appointed by Declarant, such vacancy shall be filled an individual appointed by Declarant and (ii) in the event the vacancy is of a director appointed by Class A, such vacancy shall be filled by an individual appointed by a vote of the members of Class A at a special meeting called for the purpose of electing a new Class A Director to fill such vacancy.

5. **REGISTERED OFFICE AND REGISTERED AGENT.** The address of the initial registered office of the Association is MeyerGoergen PC, 1802 Bayberry Court, Suite 200, Richmond, VA 23226 in the County of Henrico. The initial registered agent of the Association is MeyerGoergen PC, a Virginia professional corporation authorized to transact business in the Commonwealth of Virginia and whose address is the same as the initial registered office.

6. **LIMITATION ON LIABILITY OF OFFICERS AND DIRECTORS.** In any proceeding brought in the right of the Association or brought by or on behalf of the members of the Association, the damages assessed against any officer or director of the Association arising out of a single transaction, occurrence or course of conduct shall not exceed the amount of cash compensation actually paid to and received by the officer or director from the Association during the twelve months immediately preceding the act or omission for which liability was imposed.

7. **INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE ASSOCIATION.** The Association shall indemnify its directors, officers, employees and agents against all liabilities, damages, fines, penalties and claims imposed upon or asserted against such director, officer, employee or agent on account of or by reason of such person having been a director, officer, employee or agent of the Association, shall advance expenses for and pay all reasonable costs and expenses incurred by such officer, director, employee or agent, including without limitation reasonable attorney's fees and costs, incurred by such person in connection therewith, except in relation to matters as to which such person shall have been finally adjudged to be liable by reason of (1) willful misconduct or (2) a knowing violation of the criminal law. Such indemnity and advance and payment of expenses shall continue as to any such director, officer, employee or agent who has ceased to have such capacity and shall inure to the benefit of the heirs, executors and administrators of such person. The determination of the right of any director, officer, employee or agent to indemnification and advance and payment of expenses is provided hereby shall be made:

a. By the board of directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding; or

b. If a quorum cannot be obtained under paragraph (1) above, by a majority vote of a committee duly designated by the board of directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;
or


c. By special legal counsel (a) selected by the board of directors or its committee in the manner prescribed in paragraph (1) and (2) above; or (b) if a quorum of the board of directors cannot be obtained under paragraph (1) above and a committee cannot be designated under paragraph (2) above, selected by a majority vote of the full board of directors, in which selection directors who are parties may participate; or

d. By the members of the Association, but directors who are at the time parties to the proceeding may not vote on the determination.

e. Any director, officer, employee or agent of the association desiring to be indemnified and reimbursed and advanced for expenses who is either unable to obtain the determination of entitlement as set forth above or who is dissatisfied with the results of the determination may apply to the court conducting the proceeding or to the Circuit Court of the County of Hanover for an order directing the Association to make advances and reimbursement for expenses and to provide indemnification and neither the failure of the Association to make a determination concerning indemnification and expenses nor the determination by the Association that the applying director, officer, employee or agent is not entitled to receive advances and/or reimbursement or indemnification shall create a presumption to that effect or otherwise of itself be a defense to such application for advances of expenses, reimbursement or indemnification. The provisions of this section shall not be exclusive and shall be in addition to and not by means of limitation of any rights which any director, officer, employee or agent may have under the Virginia Nonstock Corporation Act or any other provisions of applicable law. Nothing set forth herein shall be deemed to prevent the Association from providing for advances of expenses, reimbursement or indemnification permitted by the Virginia Nonstock Corporation Act.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, I, the undersigned, the incorporator of this corporation, have executed these Articles of Incorporation this 4th day of October 2022.



Shane Frick, Incorporator

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, OCTOBER 5, 2022

The State Corporation Commission has found the accompanying articles of incorporation submitted on behalf of

Stags Trail Property Owners' Association

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective October 5, 2022.

The corporation is granted the authority conferred on it by law in accordance with the articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Judith Williams Jagdmann". The signature is written in a cursive style with a large initial "J".

Judith Williams Jagdmann
Commissioner